

<u>Act</u>	<u>Violation</u>	<u>Thing of Value for Act a and b and Date</u>	<u>Beneficiary of Act a and b</u>
151a 151b	18 USC 201 MGL Ch 268A	Cash payments during the calendar year 1998	Cash to defendant ASSELIN, SR. and defendant SOTIRION
152a 152b	18 USC 201 MGL Ch 268A	Cash payments during the calendar year 1999	Cash to defendant ASSELIN, SR. and defendant SOTIRION
153a 153b	18 USC 201 MGL Ch 268A	Cash payments during the calendar year 2000	Cash to defendant ASSELIN, SR. and defendant SOTIRION

All in violation of Title 18, United States Code, Section 201 and Title 18, United States Code, Section 2.

Racketeering Acts 154 through 157

47. On or about the following dates, in the District of Massachusetts,

RAYMOND ASSELIN, SR.
and
ARTHUR SOTIRION,

defendants herein, acting in concert with others did knowingly, willfully, and unlawfully affect and attempt to affect interstate commerce and the movement of articles and commodities in interstate commerce by extortion, in that defendants unlawfully obtained the following property from a local electrical contractor, which property was not due them and the local electrical contractor's consent having been induced by wrongful use and threat of use of economic harm and under color of official right as follows:

<u>Act</u>	<u>Property and Date</u>	<u>Beneficiary of Thing of Value</u>
154	\$6,840.00 of free electrical materials and service in or about the fall, 1996	Rough and finish wiring of the residence of defendants CHRISTOPHER and MERLYLINA ASSELIN
155	\$7,000.00 of free electrical materials and service in or about 10/00/97 through the fall, 1998	Rough and finish wiring of the new residence of defendants JOSEPH and MELINDA ASSELIN
156	\$660.17 worth of free electrical materials and service on or about 06/20/01	Electrical service at the residence of defendant SOTIRION,
157	\$500.00 worth of free electrical materials and service on or about 06/20/02	Electrical service to wire the in-ground pool heater at the residence of defendants CHRISTOPHER and MERYLINA ASSELIN

All in violation of Title 18, United States Code, Section 1951 and Title 18, United States Code, Section 2.

Racketeering Acts 158 through 161

48. In or about the following dates, in the District of Massachusetts,

ARTHUR SOTIRION,

defendant herein, acting in concert with others did knowingly, willfully, and unlawfully affect and attempt to affect interstate commerce and the movement of articles and commodities in interstate commerce by extortion, in that defendant ARTHUR SOTIRION unlawfully obtained the following property from a local printing company on behalf of defendant JOSEPH ASSELIN, which property was not due them and the local printing company's

consent having been induced by wrongful use and threat of use of economic harm as follows:

<u>Act</u>	<u>Property and Date</u>	<u>Beneficiary of Thing of Value</u>
158	Check Nos. 4318 and 4609 totaling \$1,890.00 to defendant JOSEPH ASSELIN on or about 04/28/99 and 11/03/99 respectively	Payment to defendant JOSEPH ASSELIN to maintain his employer's business with the local printing company
159	Check No. 4945 for \$2,100.00 to defendant JOSEPH ASSELIN on or about 04/28/00	Payment to defendant JOSEPH ASSELIN to maintain his employer's business with the local printing company
160	Check No. 5470 for \$2,025.00 to defendant JOSEPH ASSELIN on or about 04/30/01	Payment to defendant JOSEPH ASSELIN to maintain his employer's business with the local printing company
161	Check No. 6011 for \$1,785.00 to defendant JOSEPH ASSELIN on or about 04/30/02	Payment to defendant JOSEPH ASSELIN to maintain his employer's business with the local printing company

All in violation of Title 18, United States Code, Section 1951 and Title 18, United States Code, Section 2.

Racketeering Acts 162 through 238

49. On or about the dates listed below, in the District of Massachusetts and elsewhere,

RAYMOND ASSELIN, SR.
and
ARTHUR SOTIRION,

defendants herein, having devised the above-described scheme and artifice to defraud and deprive SHA and HUD of money, property, employee time, the intangible right to honest services, and other

things of value as SHA's Executive Director and Assistant Executive Director by means of false pretenses, representations, and promises, did cause the following mailings to be delivered by the United States Postal Service for the purpose of executing, and attempting to execute, the said scheme and artifice to defraud:

<u>Act</u>	<u>Date</u>	<u>Use of Mail in furtherance of Scheme</u>
162	08/12/91	Defendants RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 006364 for \$931.95 to Standard Tile Co. to pay for ceramic tile for a member of the Asselin family.
163	07/13/92	Defendants RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 008211 for \$1,283.86 to Standard Tile Co. to pay for ceramic tile for a member of the Asselin family.
164	12/13/93	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 014623 for \$15,797.96 to Springfield Lumber Company in part to pay for 1,050 square feet of red oak flooring for 56 Stage Island Road, Chatham, MA.
165	02/14/94	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 015148 for \$1,530.08 to Eastern Electronics, Inc. in part to part for the \$500.00 cost related to the installation of a new alarm system panel at the residence of defendant ARTHUR SOTIRION's parents, 353 Maple Street, Springfield, MA
166	04/25/94	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 015804 for \$1,500.00 to The Body Shop for automotive body work to defendant JANET ASSELIN's Chrysler LeBaron.
167	10/19/95	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 021462 for \$2,090.46 to Springfield Lumber Co. in part to pay for \$87.89 worth of lumber and other materials for a member of the Asselin family.

168	11/27/95	Defendants RAYMOND ASSELIN, SR. and RAYMOND ASSELIN, JR. caused SHA to mail Check No. 021552 for \$90.26 to Allston Supply Co. to pay for two cases of Butcher's Bright Washroom Cleaner for defendant RAYMOND ASSELIN, JR.
169	05/13/96	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 023230 for \$929.18 to Springfield Lumber Co. in part to pay for \$205.82 worth of lumber and other materials for a member of the Asselin family.
170	10/14/96	Defendants RAYMOND ASSELIN, SR., CHRISTOPHER ASSELIN, and MERYLINA ASSELIN caused SHA to mail Check No. 024191 for \$380.00 to B-N-C Countertops, Inc. to pay for a countertop at the residence of defendants CHRISTOPHER and MERYLINA ASSELIN, 184 Bowles Park Extension, Springfield, MA.
171	10/14/96	Defendants RAYMOND ASSELIN, SR., JANET ASSELIN, CHRISTOPHER ASSELIN, and MERYLINA ASSELIN caused SHA to mail Check No. 024197 for \$833.41 to pay for ceramic tile for the residence of defendants CHRISTOPHER and MERYLINA ASSELIN, 184 Bowles Park Extension, Springfield, MA.
172	11/11/96	Defendants RAYMOND ASSELIN, SR., CHRISTOPHER ASSELIN, and MERYLINA ASSELIN caused SHA to mail Check No. 024531 for \$1,262.94 to R.P.S. Inc. in part to pay \$494.05 for Kichler and Quoizel light fixtures for the residence of defendants CHRISTOPHER and MERYLINA ASSELIN, 184 Bowles Park Extension, Springfield, MA.
173	11/11/96	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 024566 for \$1,697.32 to Springfield Lumber Co. to pay for \$672.00 worth of red oak flooring for a member of the Asselin family.
174	06/09/97	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 026340 for \$1,178.95 to Sir Speedy Printing to pay \$375.85 for 630 copies of the 1997 Massachusetts NAHRO Membership Listing and \$46.20 for five copies of "Stock and Asset Management."

175	06/23/97	Defendants RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 026454 for \$464.15 to Mansfield Paper Co. to pay for paper plates, plastic cups, and napkins for the Asselin vacation home at 56 Stage Island Road, Chatham, MA.
176	09/08/97	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 027076 for \$2,218.39 to Springfield Lumber Co. in part to pay for \$119.60 worth of lumber and materials for a member of the Asselin family.
177	10/13/97	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 027585 for \$4,258.98 to Springfield Lumber Co. in part to pay for \$1,000.46 worth of lumber and materials for a member of the Asselin family.
178	11/10/97	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 027857 for \$2,479.88 to Springfield Lumber Co. in part to pay for \$174.20 worth of lumber and materials for a member of the Asselin family.
179	12/08/97	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 028160 for \$3,986.86 to Springfield Lumber Co. in part to pay for \$331.40 worth of lumber and materials for a member of the Asselin family.
180	03/27/98	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 029200 for \$4,098.30 to Springfield Lumber Co. for \$1,813.63 worth of lumber and materials for a member of the Asselin family.
181	03/27/98	Defendants RAYMOND ASSELIN, SR., JANET ASSELIN, JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 029159 for \$1,025.94 to Boston Tile Co. to pay for ceramic tile for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.
182	04/13/98	Defendants RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 029308 to R.P.S. Inc. in part to pay \$1,094.25 for Kichler chandeliers and light fixtures for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.

183	04/13/98	Defendants RAYMOND ASSELIN, SR. and RAYMOND ASSELIN, JR. caused SHA to mail Check No. 029271 for \$270.78 to Allston Supply Company, Inc. to pay for four cases of Butcher's Bright Washroom Cleaner for defendant RAYMOND ASSELIN, JR.
184	05/08/98	Defendant RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 029508 for \$1,564.06 to R.P.S. Inc. in part to pay for \$780.00 for Quoizel light fixtures for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.
185	05/25/98	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 029667 for \$100.68 to Griller's Hall of Fame to pay for grill parts for members of the Asselin family.
186	05/25/98	Defendant RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 029683 for \$1,772.28 to R.P.S. Inc. in part to pay \$470.00 for, among other items, Quoizel and Kichler light fixtures for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.
187	05/25/98	Defendant RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 029667 for \$109.19 to Cook Builders Supply Co. to pay fifty lengths of two foot scallop edging at the residences of defendants RAYMOND and JANET ASSELIN, SR., 115 Mayfair Avenue, Springfield, MA.
188	06/22/98	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 030102 for \$2,083.52 to Springfield Lumber Co. in part to pay for \$1,250.00 worth of red oak flooring for a member of the Asselin family.
189	07/27/98	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 030367 for \$1,845.66 to Springfield Lumber Co. in part to pay for \$872.18 worth of lumber and materials for a member of the Asselin family.
190	08/10/98	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 030481 for \$2,180.73 to Springfield Lumber Co. in part to pay for \$168.50 worth of lumber and materials for a member of the Asselin family.

191	09/14/98	Defendants RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 030752 to Hampden Zimmerman to pay \$634.50 for, among other items, Kichler light fixtures for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.
192	09/14/98	Defendants RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 030803 for \$1,750.00 to Springfield Lumber Co. to pay for seven hundred square feet of red oak flooring for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.
193	09/16/98	Defendant RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 031201 for \$1,113.17 to R.P.S., Inc. in part to pay \$268.60 for a Kichler light fixture for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.
194	11/23/98	Defendant RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 031439 for \$900.36 to R.P.S., Inc. in part to pay \$167.18 for a Kichler light fixture and freight for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.
195	11/23/98	Defendants RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 031473 for \$6,101.32 to Serv-U Decorating Center to pay \$545.64 for wallpaper and \$223.80 for custom blinds for a member of the Asselin family.
196	12/04/98	Defendant RAYMOND ASSELIN, SR. and MARIA SERRAZINA caused SHA to mail Check No. 031527 for \$787.25 to Giguere's Used Appliances to pay for a \$137.32 service call at the residence of defendant MARIA SERRAZINA, 140 Salli Circle, Ludlow, MA.
197	12/14/98	Defendant RAYMOND ASSELIN, SR., JOSEPH ASSELIN, and MELINDA ASSELIN caused SHA to mail Check No. 031612 for \$450.26 to R.P.S., Inc. in part to pay \$109.87 for a Kichler light fixture for the residence of defendants JOSEPH and MELINDA ASSELIN, 518 Old Farm Road, Amherst, MA.

198	12/14/98	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 031644 for \$3,779.90 to Springfield Lumber Co. in part to pay for \$1,270.89 worth of lumber and materials for a member of the Asselin family.
199	12/14/98	Defendants RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 031627 for \$1,888.00 to Pella Products, Inc. to pay for a copper roofed bay window for the residence of defendants RAYMOND and JANET ASSELIN, SR., 115 Mayfair Avenue, Springfield, MA.
200	12/28/98	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 031740 for \$3,105.78 to Springfield Lumber Co. in part to pay for \$1,581.81 worth of lumber and materials for a member of the Asselin family.
201	02/08/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 032075 for \$918.66 to Springfield Lumber Co. in part to pay for \$116.58 worth of lumber and other materials from Springfield Lumber Co. for a member of the Asselin family.
202	03/08/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 032299 for \$2,017.42 to Springfield Lumber Co. in part to pay for \$924.50 worth of lumber and other materials from Springfield Lumber Co. for a member of the Asselin family.
203	04/26/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 032685 for \$901.23 to Home Depot in part to pay \$129.72 for a vinyl utility cabinet storage unit and drill bits for a member of the Asselin family.
204	05/10/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 032786 for \$196.56 to Automatic Appliance Parts, Inc. in part to pay \$77.35 for a Whirlpool icemaker for a member of the Asselin family.
205	05/24/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 032956 for \$1,185.38 to Sir Speedy Printing in part to pay \$415.50 for seven hundred copies of the 1999 Massachusetts NAHRO Membership Listing.

206	06/28/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 033249 for \$722.23 to Springfield Lumber Co. in part to pay for \$158.48 worth of lumber and materials for a member of the Asselin family.
207	07/12/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 033346 for \$35.00 to Griller's Hall of Fame to pay for grill parts for members of the Asselin family.
208	07/23/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 033437 for \$291.80 to Ryder Truck Co. to pay for the rental of a moving vehicle for the Asselin vacation home at 56 Stage Island Road, Chatham, MA.
209	08/23/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 033805 for \$3,612.67 to Springfield Lumber Co. to pay for \$1,565.12 worth of lumber for a member of the Asselin family.
210	10/25/99	Defendant RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 034727 for \$325.41 to Cook Builders Supply Co. in part to pay \$69.00 for thirty lengths of two foot scallop edging at the residences of defendants RAYMOND and JANET ASSELIN, SR., 115 Mayfair Avenue, Springfield, MA.
211	10/25/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 034784 for \$1,648.87 to Springfield Lumber Co. to pay for \$79.30 worth of lumber for a member of the Asselin family.
212	12/27/99	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 035394 for \$1,706.34 to Springfield Lumber Co. to pay for \$135.25 worth of lumber for a member of the Asselin family.
213	02/04/00	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 035684 for \$2,226.00 to Eastern Electronics to pay for an alarm system and central vacuum system at the residence of Francis X. Maroney, 16 Azalea Way, Belchertown, MA.

214	03/27/00	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 036355 for \$2,411.00 to Springfield Lumber Co. to pay for red oak flooring for the residence of Francis X. Maroney, 16 Azalea Way, Belchertown, MA.
215	05/12/00	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 036777 for \$1,391.78 to Sears, Roebuck Co. in part to pay \$299.96 for a metal storage cabinet and a sixteen gallon wet/dry vacuum for a member of the Asselin family.
216	06/12/00	Defendants RAYMOND ASSELIN, SR., ARTHUR SOTIRION, and CHRISTOPHER ASSELIN caused SHA to mail Check No. 037047 for \$1,734.64 to Sir Speedy Printing in part to pay \$619.50 for twenty-five copies of registered voter lists for defendant CHRISTOPHER ASSELIN and \$721.80 for seven hundred fifty copies of the 2000 Massachusetts NAHRO Membership Listing.
217	07/24/00	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 037422 for \$620.34 to A. Boilard Sons, Inc. to pay for \$58.81 worth of lumber and materials for a member of the Asselin family.
218	09/11/00	Defendant RAYMOND ASSELIN, SR., ARTHUR SOTIRION, and CHRISTOPHER ASSELIN caused SHA to mail Check No. 037893 for \$241.00 to Sir Speedy Printing in part to pay \$129.50 for fifteen copies of the Hill-Donnelly mail and phone lists for defendant CHRISTOPHER ASSELIN.
219	09/25/00	Defendant RAYMOND ASSELIN, SR., ARTHUR SOTIRION, and CHRISTOPHER ASSELIN caused SHA to mail Check No. 038085 for \$794.89 to Sir Speedy Printing in part to pay \$96.46 for twenty-four copies of street listings for defendant CHRISTOPHER ASSELIN.
220	11/13/00	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 038509 for \$59.75 to Griller's Hall of Fame to pay for grill parts for members of the Asselin family.

221	11/13/00	Defendants RAYMOND ASSELIN, SR., ARTHUR SOTIRION and CHRISTOPHER ASSELIN caused SHA to mail Check No. 038541 for \$1,338.30 to Springfield Lumber Co. in part to pay for \$128.70 for furring strips to make campaign signs for defendant CHRISTOPHER ASSELIN.
222	11/27/00	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 038660 for \$408.59 to A. Boilard Sons, Inc. in part to pay \$215.33 for lumber and other materials for a member of the Asselin family.
223	12/10/00	Defendants RAYMOND ASSELIN, SR. and RAYMOND ASSELIN, JR. caused SHA to mail Check No. 038782 for \$467.50 to Allston Supply Co. to pay for ten cases of Butcher's Bright Washroom Cleaner for RAYMOND ASSELIN, JR.
224	02/12/01	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 039516 for \$603.21 to W.W. Grainger in part to pay \$136.50 for a portable sandblaster with gun and nozzle for a member of the Asselin family.
225	03/02/01	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 039880 for \$744.23 to Giguere's Used Appliances in part to pay \$191.40 for twelve water filters for a member of the Asselin family.
226	06/11/01	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 040971 for \$1,761.33 to Sir Speedy Printing in part to pay \$937.50 for seven hundred fifty copies of the 2001 Massachusetts NAHRO Membership Listing.
227	08/13/01	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 041530 for \$602.46 to ABC Supply Co. to pay for ten rolls of rubber roofing for the carport at the residence of defendant RAYMOND ASSELIN, SR., 115 Mayfair Avenue, Springfield, MA, and blue shutters for the Asselin vacation home at 56 Stage Coach Drive, Springfield, MA. family.

228	08/13/01	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 041541 for \$2,077.24 to A. Boilard Sons, Inc. in part to pay for \$104.53 worth of lumber and materials for a member of the Asselin family.
229	08/13/01	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 041603 for \$1,135.50 to Southern Aluminum to pay for three folding aluminum picnic tables for members of the Asselin family.
230	09/24/01	Defendants RAYMOND ASSELIN, SR. and CHRISTOPHER ASSELIN caused SHA to mail Check No. 041983 for \$59.40 to A. Boilard & Sons, Inc. to pay for closet shelves at the residence of defendants CHRISTOPHER and MERYLINA ASSELIN, 184 Bowles Park Extension, Springfield, MA.
231	09/21/01	Defendants RAYMOND ASSELIN, SR. and CHRISTOPHER ASSELIN caused SHA to mail Check No. 041970 for \$1,547.84 to Staples in part to pay \$676.09 for eight boxes of Avery labels for defendant CHRISTOPHER ASSELIN and two large cabinets for a member of the Asselin family.
232	09/24/01	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 041980 for \$64.59 to ABC Supply Co. to pay for blue shutters for the Asselin vacation home at 56 Stage Island Road, Springfield, MA. family.
233	01/18/02	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 040053 for \$548.55 to Home Depot to pay for various sets of tools for members of the Asselin family.
234	03/29/02	Defendants RAYMOND ASSELIN, SR. and CHRISTOPHER ASSELIN caused SHA to mail Check No. 043832 for \$519.19 to Sir Speedy Printing in part to pay \$111.10 for two hundred fifty copies of ward street listings for defendant CHRISTOPHER ASSELIN.
235	05/24/02	Defendants RAYMOND ASSELIN, SR. and CHRISTOPHER ASSELIN caused SHA to mail Check No. 044471 for \$589.36 to Staples in part to pay \$485.00 for twenty boxes of Avery labels for defendant CHRISTOPHER ASSELIN.

236	05/27/02	Defendants RAYMOND ASSELIN, SR. and ARTHUR SOTIRION caused SHA to mail Check No. 044529 for \$1,940.92 to Sir Speedy Printing in part to pay \$1,036.00 for seven hundred copies of the 2002 Massachusetts NAHRO Membership Listing.
237	07/08/02	Defendants RAYMOND ASSELIN, SR. and JANET ASSELIN caused SHA to mail Check No. 044862 for \$952.90 to Greenough Paper Co. in part to pay \$717.90 for paper plates, plastic cups, and napkins for the Asselin vacation home at 56 Stage Island Road, Chatham, MA.
238	09/23/02	Defendant RAYMOND ASSELIN, SR. caused SHA to mail Check No. 045600 for \$400.00 to Street Lumber to pay twenty 6" x 6" x 8' recycled plastic timbers for use at 56 Stage Island Road, Chatham, Massachusetts.

All in violation of Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Section 2.

Racketeering Acts 239 through 240

50. On or about the dates listed below, in the District of Massachusetts and elsewhere,

RAYMOND ASSELIN, SR.
and
ARTHUR SOTIRION,

defendants herein, having devised a scheme and artifice to defraud and deprive the voters of the 12th Hampden District and the general public of the Commonwealth of Massachusetts of the honest services of State Representative Christopher Asselin by means of false pretenses, representations, and promises, did cause false campaign finance reports to be sent, delivered and moved by the United States Postal Service to the Office of Campaign and Political Finance for the purpose of executing, and

attempting to execute, the said scheme and artifice to defraud as follows:

<u>Act</u>	<u>Date</u>	<u>Use of Mail in furtherance of Scheme</u>
239	01/18/01	Defendants RAYMOND ASSELIN, SR., ARTHUR SOTIRION, JANET ASSELIN, RAYMOND ASSELIN, JR. and CHRISTOPHER ASSELIN caused the mailing of a false Form CPF 102ND: Campaign Finance Report to the Office of Campaign and Political Finance in that said report failed to report campaign expenses paid by SHA and SHA vendors, labor performed by SHA employees on SHA time, and all cash contributions made to the Committee to Elect Christopher Asselin.
240	01/22/02	Defendants RAYMOND ASSELIN, SR., ARTHUR SOTIRION, JANET ASSELIN, RAYMOND ASSELIN, JR. and CHRISTOPHER ASSELIN caused the mailing of a false Form CPF 102ND: Campaign Finance Report to the Office of Campaign and Political Finance in that said report failed to report campaign expenses paid by SHA vendors, labor performed by SHA employees on SHA time, and all cash contributions made to the Committee to Elect Christopher Asselin.

All in violation of Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Section 2.

Racketeering Act 241

51. On or about July 9, 2003, in the District of Massachusetts and elsewhere,

RAYMOND ASSELIN, SR.
and
ARTHUR SOTIRION,

defendants herein, having devised a scheme and artifice to defraud and deprive the voters of the 12th Hampden District and the general public of the Commonwealth of Massachusetts of the

honest services of State Representative Christopher Asselin by means of false pretenses, representations, and promises, did cause to be transmitted in interstate commerce by wire a false Form CPF 102ND: Campaign Finance Report to the Office of Campaign and Political Finance in that said report failed to report campaign expenses paid by SHA vendors, for the purpose of executing, and attempting to execute, the said scheme and artifice to defraud.

All in violation of Title 18, United States Code, Sections 1343 and 1346, and Title 18, United States Code, Section 2.

Racketeering Act 242

52. On or about November 2, 2001, in the District of Massachusetts and elsewhere,

RAYMOND ASSELIN, SR.,

defendant herein, knowingly engaged and attempted to engage in a monetary transaction by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000.00, that is the exchange of cash in the amount of \$20,000.00, such property having been derived from a specified unlawful activity, which was bribery, a violation of Title 18, United States Code, Section 201, into a check drawn on the SchwabOne bank account of defendant JOSEPH ASSELIN in order to purchase a 2002 BMW 325CiC, VIN WBABS3344JY59363 for defendant JANET ASSELIN.

All in violation of Title 18, United States Code, Section 1957, and Title 18, United States Code, Section 2.

Racketeering Acts 243 through 246

53. On or about the dates listed below, in the District of Massachusetts and elsewhere, the defendants listed below, did knowingly corruptly persuade another person, and attempt to do so, with the intent to cause and induce said person to withhold testimony, and withhold a record, document and other object from a grand jury investigation expected to be initiated soon, and with the intent to impair the object's integrity and availability for use in said grand jury investigation, by causing said person to engage in the following conduct:

243	Summer, 2002	Defendant RAYMOND ASSELIN, SR. caused another person to conceal and attempt to conceal approximately \$240,000.00 in cash by secreting the cash in the residence at 40 Santa Maria Street, Springfield, MA
244	08/00/02	Defendant ARTHUR SOTIRION caused a SHA employee to download the employee's computer hard drive onto computer discs, erase the contents of the employee's computer hard drive, and then attempted to have the SHA employee secrete the computer discs at the employee's residence.
245	09/00/02	Defendant RAYMOND ASSELIN, SR. caused the administrator of the Section 8 program to destroy a list containing names of residents housed improperly and names of individuals who had requested housing assistance on their behalf.
246	09/00/02	Defendant RAYMOND ASSELIN, SR. attempted to cause a SHA employee to withhold testimony by telling this SHA employee in substance that if the ship goes down, we all go down.

All in violation of Title 18, United States Code, Section 1512(b)(2)(A) and (B).

Racketeering Acts 247 through 248

54. On or about the dates listed below, in the District of Massachusetts and elsewhere, the defendants listed below, did corruptly influence, obstruct and impede, and endeavor to influence, obstruct and impede, the due administration of justice by engaging in the following conduct:

247	08/21/02	Defendant RAYMOND ASSELIN, SR. counseled a witness subpoenaed by the grand jury regarding false testimony to provide the grand jury in the event that the witness appeared before the grand jury.
248	04/10/03	Defendant PETER DAVIS falsely told special agents of the Federal Bureau of Investigation that he had not paid for any home improvements for any members of the Asselin family.

All in violation of Title 18, United States Code, Section 1503, and Title 18, United States Code, Section 2.

All in violation of Title 18, United States Code, Section 1962(c).

~~CONFIDENTIAL~~

**COUNT 2: Title 18, United States Code, Section 1962(d) -
Racketeering Conspiracy**

55. The United States re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 35.

56. From in or about 1988 through April, 2003, both dates being approximate and inclusive, within the District of Massachusetts and elsewhere,

**RAYMOND ASSELIN, SR.,
ARTHUR SOTIRION,
PETER DAVIS,
JOHN SPANO,
and,
PAUL BANNICK,**

defendants herein, together with other persons known and unknown, being persons employed by and associated with the Springfield Housing Authority, an Enterprise, which engaged in, and the activities of which affected, interstate commerce, knowingly, and intentionally conspired to violate 18 U.S.C. § 1962(c), that is, to conduct and participate, directly and indirectly, in the conduct of the affairs of that Enterprise through a pattern of racketeering activity, as that term is defined in Sections 1961(1) and 1961(5) of Title 18, United States Code, consisting of multiple acts indictable under the following provisions of federal law:

- A. Title 18, United States Code, Section 201 (federal bribery and receipt of gratuities);
- B. Title 18, United States Code, Sections 1341 and 1346 (mail fraud);

- C. Title 18, United States Code, Section 1343 (wire fraud);
- D. Title 18, United States Code, Section 1503 (obstruction of justice);
- E. Title 18, United States Code, Section 1512 (witness tampering);
- F. Title 18, United States Code, Section 1951 (extortion); and,
- G. Title 18, United States Code, Section 1957 (money laundering).

It was a part of the conspiracy that each defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the Enterprise.

All in violation of Title 18, United States Code, Section 1962(d).